BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaints filed on:	**16.09.2025**
Date of Order:	**29.09.2026**

NAME OF THE BUILDER		**AGRANTE REALITY LIMITED**	
PROJECT NAME		**"Kavyam"**	
S.No.	**Case No.**	**Case title**	**Appearance**
1.	CR/4641/2025	Mohd. Imran V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
2.	CR/4639/2025	Pankaj Bansal V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
3.	CR/4642/2025	Vinita V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
4.	CR/4729/2025	Moni Sharma V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
5.	CR/4718/2025	Roselima Lakra V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
6.	CR/4724/2025	Aditi Bansal V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant &

			Shri Satish Kumar, Advocate for the Respondent
7.	CR/4648/2025	Anmol Grover v/s Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
8.	CR/4644/2025	Babita Grewal V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
9.	CR/4714/2025	Kavita Bhardwaj V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
10.	CR/4645/2025	Jaswant Grewal V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
11.	CR/4647/2025	Kanchan Prabha Vatsa V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
12.	CR/4716/2025	Dibyajyoti Boruah V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
13.	CR/4646/2025	Manjit Singh V/S A Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent

14.	CR/4643/2025	Naveen Kumar V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
15.	CR/4649/2025	Sarita Pandey V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
16.	CR/4701/2025	Sarita Kerketta V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
17.	CR/4702/2025	Namita Jha V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
18.	CR/4664/2025	Dinesh Kumar Goel V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
19.	CR/4723/2025	Aanchal Patail V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
20.	CR/4730/2025	Amit Kumar V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
21.	CR/4697/2025	Manoj Kumar Tiwari V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant &

			Shri Satish Kumar, Advocate for the Respondent
22.	CR/4999/2025	Babita Madaan V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
23.	CR/5150/2025	Parmila V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
24.	CR/4916/2025	Ekta Sharma V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
25.	CR/4915/2025	Amarbir Singh V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent
26.	CR/4921/2025	Mahendra Pratap Singh V/S Agrante Reality Limited	Shri Aakash Gupta, Advocate for the Complainant & Shri Satish Kumar, Advocate for the Respondent

CORAM:

Shri Arun Kumar **Chairman**

ORDER

1. This order shall dispose of all the 26 complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017

(hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, **"Kavyam"** being developed by the same respondent/promoter i.e., Agrante Reality Limited. The terms and conditions of the buyer's agreements fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delay possession charges along with intertest and the compensation.

3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project: Kavyam, Sector- 108, Gurugram
Possession clause: Clause 1(iv) of Affordable Housing Policy, 2013 All such projects shall be required to be necessarily completed within **4 years from the date of approval of building plans or grant of environmental clearance, whichever is later**. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.
Note: • **Date of approval of building plans**- Date of approval of building has been not provided by either of the parties on record. However, as per another file of the same project, the approval of building plans has been mentioned as 06.07.2018. • **Date of Environment clearance**- Date of environment clearance is evident from the document annexed by the complainant with the complaint, specified as 20.08.2019. • **Due date of handing over of possession**- As per clause 1(iv) of affordable Housing Policy, 2013, the due date of handing over of possession is 4 years from date of approval of building plans or grant of environment clearance, whichever is later and as specified above, date of approval of building plan is 06.07.2018

	and the date of environment clearance is 20.08.2019. Therefore, due date of handing over of possession including 6 months of grace period is calculated from the date of environment clearance being later, which comes out to be **20.02.2024**.
Occupation certificate- Not obtained	
Offer of Possession- Not Offered.	

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Reply status	Unit No.	Date of execution of agreement to sell/ Allotment Letter	Total Consideration/ Total Amount paid by the complainants in Rs.
1.	**CR/4641/2025** Mohd. Imran V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	Reply received on 17.02.2026	**TD-402, 4th Floor, Tower-D** Area admeasuring 488.80 sq. ft. (As per page no. 37 of the complaint)	**13.03.2021** (As per page no. 30 of the complaint)	TSC: - **22,28,628/-** (As per page no. 69 of the complaint) AP: - **16,97,691/-** (As per page no. 69 of the complaint)
2.	**CR/4639/2025** Pankaj Bansal V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	**Reply received on** 17.02.2026	**TD-613, 6th Floor, Tower- TD** Area admeasuring 488.30 sq. ft. (As per page no. 34 of the complaint)	**25.02.2021** (As per page no. **27** of the complaint)	TSC: - **21,38,107/-** (As per page no. 68 of the complaint) AP: - **20,27,130/-** (As per page no. 68 of complaint)

3.	**CR/4642/2025** Vinita V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 17.02.2026	**TA1-904, 9th, Tower- A1** Area admeasuring 904 sq. ft. (As per page no. 34 of the complaint)	**07.07.2022** (As per page no. 29 of the complaint)	TSC: - **22,85,606/-** (As per page no. 56 of the complaint) AP: - **21,08,251/-** (As per page no. 56 of complaint)
4.	**CR/4729/2025** Moni Sharma V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on**	**TC-401, 4th Floor, Tower-C** Area admeasuring 512.50 sq. ft. (As per page no. 36 of the complaint)	**18.04.2022** (As per page no. 29 of the complaint)	TSC: - **24,14,273/-** (As per page no. 61 of the complaint) AP: - **21,49,722/-** (As per page no. 61 of the complaint)
5.	**CR/4718/2025** Roselima Lakra V/S Agrante Reality Limited **Date of Filing of complaint** 17.09.2025	**Reply received on** 17.02.2026	**TC-1205, 12th Floor, Tower-C** Area admeasuring 512.50 sq. ft. (As per page no. 37 of the complaint)	**09.03.2021** (As per page no. 30 of the complaint)	TSC: - **22,33,101/-** (As per page no. 61 of the complaint) AP: - **21,27,051/-** (As per page no.61 of the complaint)
6.	**CR/4724/2025** Aditi Bansal V/S Agrante Reality Limited **Date of Filing of complaint** 17.09.2025	**Reply received on** 17.02.2026	**TA4-501, 5th Floor, Tower- A4** Area admeasuring 512.50 sq. ft. (As per page no. 35 of the complaint)	**14.10.2020** (As per page no. 29of the complaint)	TSC: - **22,62,598/-** (As per page no. 60 of the complaint) AP: - **21,27,050/-** (As per page no.60 of the complaint)

7.	**CR/4648/2025** Anmol Grover V/S Agrante Reality Limited **Date of Filing of complaint** 17.09.2025	**Reply received on** 17.02.2026	**TD-708, 7th Floor, Tower-D** Area admeasuring 488.30 sq. ft. (As per page no. 37 of the complaint)	**11.11.2020** (As per page no. 30 of the complaint)	TSC: - **21,28,745/-** (As per page no. 59 of the complaint) AP: - **20,24,445/-** (As per page no. 59 of the complaint)
8.	**CR/4644/2025** Babita Grewal V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 17.02.2026	**TD-508, 5th Floor, Tower-D** Area admeasuring 488.30 sq. ft. (As per page no. 37 of the complaint)	**14.01.2021** (As per page no.30 of the complaint)	TSC: - **21,40,866/-** (As per page no. 62 of the complaint) AP: - **20,24,446/-** (As per page no. 62 of the complaint)
9.	**CR/4714/2025** Kavita Bhardwaj V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	**Reply received on** 23.06.2026	**TA5-502, 5th Floor, Tower- TA5** Area admeasuring 512 sq. ft. (As per page no. 39 of the complaint)	**25.02.2021** (As per page no. 32 of the complaint)	TSC: - **22,55,985/-** (As per page no. 64 of the complaint) AP: - **21,47,267/-** (As per page no.64 of the complaint)
10.	**CR/4645/2025** Jaswant Grewal V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	**Reply received on** 30.06.2026	**TD-716, 7th Floor, Tower- D** Area admeasuring 488.30 sq. ft. (As per page no. 39 of the complaint)	**14.01.2021** (As per page no. 27 of the complaint)	TSC: - **21,40,866/-** (As per page no. 59 of the complaint) AP: - **20,24,446/-** (As per page no.59 of the complaint)

11.	**CR/4647/2025** Kanchan Prabha Vatsa V/S Agrante Reality Limited **Date of Filing of complaint** 16.09.2025	**Reply received on** 23.06.2026	**TD-2109, Tower- D** Area admeasuring 488.30 sq. ft. (As per page no. 42 of the complaint)	**Not Executed** **Allotment Letter-** **11.10.2021** (As per page no. 42 of the complaint)	TSC: - **21,54,613/-** (As per page no. 32 of the complaint) AP: - **20,39,663/-** (As per page no.32 of the complaint)
12.	**CR/4716/2025** Dibyajyoti Boruah V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	**Reply received on** 30.06.2026	**TD-1011, 10th Floor, Tower- TD** Area admeasuring 488.30 sq. ft. (As per page no. 39 of the complaint)	**26.02.2021** (As per page no. 30 of the complaint)	TSC: - **21,53,573/-** (As per page no. 73 of the complaint) AP: - **20,02,498/-** (As per page no. 73 of the complaint)
13.	**CR/4646/2025** Manjit Singh V/S Agrante Reality Limited **Date of Filing of complaint-** 16.09.2025	**Reply received on** 23.06.2026	**TC-605, Tower- C** Area admeasuring 215.50 sq. ft. (As per page no. 38 of the complaint)	**Not Executed** **Allotment Letter-** **01.07.2019** (As per page no. 38 of the complaint)	TSC: - **22,33,870/-** (As per page no. 30 of the complaint) AP: - **21,27,050/-** (As per page no. 30 of the complaint)
14.	**CR/4643/2025** Naveen Kumar V/S Agrante Reality Limited **Date of Filing of complaint** 17.09.2026	**Reply received on** 30.06.2026	**TA4-802, Tower-T4** Area admeasuring sq. ft. (As per page no. 36 of the complaint)	**Not Executed** **Allotment Letter-** **01.07.2019** (As per page no. 36 of the complaint)	TSC: - **22,42,422/-** (As per page no. 31 of the complaint) AP: - **21,27,930/-** (As per page no.31 of the complaint)

15.	CR/4649/2025 **Sarita Pandey V/S Agrante Reality Limited** **Date of Filing of complaint** 17.09.2026	**Reply received on** 30.06.2026	**TC-501, Tower-C** Area admeasuring 512.50 sq. ft. (As per page no.39 of the complaint)	**Not Executed** **Allotment Letter-** **01.07.2019** (As per page no. 39 of the complaint)	TSC: - **22,90,194/-** (As per page no. 32 of the complaint) AP: - **20,14,950/-** (As per page no.32 of the complaint)
16.	**CR/4701/2025** Sarita Kerketta V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2026	**Reply received on** 30.06.2026	**TA2-501, 5th Floor, Tower- TA2** Area admeasuring 512.50 sq. ft. (As per page no. 37of the complaint)	**09.03.2021** (As per page no. 30 of the complaint)	TSC: - **22,33,100/-** (As per page no. 61 of the complaint) AP: - **21,27,050/-** (As per page no.61 of the complaint)
17.	CR/4702/2025 Namita Jha V/S Agrante Reality Limited **Date of Filing of complaint-** **17.09.2025**	**Reply received on** 30.06.2026	**TD-2111, 21st Floor, Tower- D** Area admeasuring 488.30 sq. ft. (As per page no. 36 of the complaint)	**02.12.2021** (As per page no. 29 of the complaint)	TSC: - **21,37,121/-** (As per page no. 61 of the complaint) AP: - **18,73,470/-** (As per page no. 61 of the complaint)
18.	**CR/4664/2025** Dinesh Kumar Goel V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 23.06.2026	**TD-2112, 21st Floor, Tower-D** Area admeasuring 488.30sq. ft. (As per page no. 36 of the complaint)	**03.12.2020** (As per page no. 31of the complaint)	TSC: - **21,28,751/-** (As per page no. 59 of the complaint) AP: - **20,24,446/-** (As per page no. 59 of the complaint)

19.	**CR/4723/2025** Aanchal Patial V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 30.06.2026	**TD-501, 5th Floor, Tower- D** Area admeasuring 488.30 sq. ft. (As per page no. 38 of the complaint)	**07.10.2020** (As per page no. 29 of the complaint)	TSC: - **21,80,592/-** (As per page no.71 of the complaint) AP: - **20,24,448/-** (As per page no. 71 of the complaint)
20.	**CR/4730/2025** Amit Kumar V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 30.06.2026	**TD-411, 4th Floor, Tower- D** Area admeasuring 488.30 sq. ft. (As per page no. 37 of the complaint)	**26.10.2020** (As per page no. 30 of the complaint)	TSC: - **21,31,613/-** (As per page no.65 of the complaint) AP: - **22,76,072/-** (As per page no. 65 of the complaint)
21.	**CR/4697/2025** Manoj Kumar Tiwari V/S Agrante Reality Limited **Date of Filing of complaint-** 17.09.2025	**Reply received on** 30.06.2026	**TA5-1101, 11th Floor, Tower- TA5** Area admeasuring 512.50sq. ft. (As per page no. 41 of the complaint)	**Not Executed** **Allotment Letter-** **01.07.2019** (As per page no. 41 of the complaint)	TSC: - **22,70,641/-** (As per page no. 33 of the complaint) AP: - **20,14,950/-** (As per page no. 33 of the complaint)
22.	**CR/4999/2025** Babita Madaan V/S Agrante Reality Limited **Date of Filing of complaint-** 13.10.2025	**Reply received on** 23.06.2026	**TD-2106, 21st Floor, Tower- TD** Area admeasuring 488.30 sq. ft. (As per page no. 37 of the complaint)	**05.04.2021** (As per page no. 30 of the complaint)	TSC: - **21,49,223/-** (As per page no. 67 of the complaint) AP: - **20,24,448/-** (As per page no. 67 of the complaint)

23.	**CR/5150/2025** Parmila V/S Agrante Reality Limited **Date of Filing of complaint-** 13.10.2025	**Reply received on** 23.06.2026	**TA4-103, 1st Floor, Tower-A4** Area admeasuring 512.50 sq. ft. (As per page no. 38 of the complaint)	**28.07.2021** (As per page no. 30of the complaint)	TSC: - **23,19,976/-** (As per page no. 72 of the complaint) AP: - **21,27,050/-** (As per page no. 72 of the complaint)
24.	CR/4916/2025 Ekta Sharma V/S Agrante Reality Limited **Date of Filing of complaint-** **13.10.2025**	**Reply received on** 23.06.2026	**TD-2114, 21st Floor, Tower-D** Area admeasuring 488.30sq. ft. (As per page no. 40of the complaint)	**04.06.2021** (As per page no. 31of the complaint)	TSC: - **21,72,996/-** (As per page no. 61 of the complaint) AP: - **18,73,470/-** (As per page no. 61 of the complaint)
25.	**CR/4915/2025** Amarbir Singh V/S Agrante Reality Limited **Date of Filing of complaint-** 13.10.2025	**Reply received on** 23.06.2026	**TC-405,4th Floor, Tower-C** Area admeasuring 512.50 sq. ft. (As per page no. 38 of the complaint)	**26.03.2021** (As per page no. 32 of the complaint)	TSC: - **22,60,440/-** (As per page no. 63 of the complaint) AP: - **21,27,050/-** (As per page no.63 of the complaint)
26.	**CR/4921/2025** Mahendra Pratap Singh V/S Agrante Reality Limited **Date of Filing of complaint-** 13.10.2025	**Reply received on** 23.06.2026	**802 on 8th floor, Tower-C,** Area admeasuring 512.50 sq. ft. (As per page no. 37 of the complaint)	**14.10.2019** (As per page no. 31 of the complaint)	TSC: - **23,59,012/-** (As per page no. 65 of the complaint) AP: - **21,27,050/-** (As per page no. 65 of complaint)

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the buyer's agreement executed between the parties in respect of said unit for not handing over the possession by the due date, seeking award of delay possession charges the entire amount along with interest and other reliefs.
5. It has been decided to treat the said complaint(s) as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaint(s) filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4641/2025 Mohd. Imran V/S Agrante Reality Limited are** being taken into consideration for determining the rights of the allottee(s) qua interest for every month of delay and other reliefs sought.

A. Project and unit related details

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/4641/2025 Mohd. Imran V/S Agrante Reality Limited

S. No.	Particulars	Details
1.	Name of the project	"Kavyam", Sector- 108, Gurgaon (Phase-1)
2.	Nature of project	Affordable group housing

3.	**RERA registered/not registered**	Registered vide registration no. 23 of 2018 dated 22.11.2018
	Validity status	31.11.2022
	Licensed area	5 acres
4.	**DTCP License no.**	101 of 2017 dated 30.11.2017
	Validity status	29.11.2022
	Name of licensee	Arvinder Singh & others
	Licensed area	5 acres
5.	Unit no.	TD-402, Floor-4th, Tower-D (As on page no. 37 of complaint)
6.	Unit area admeasuring	488.30 sq. ft. [Carpet Area] (As on page no. 37 of complaint)
7.	Allotment Letter	04.08.2020 (As on page no. 17 of reply)
8.	Agreement For Sale	13.03.2021 (As on page no. 30 of complaint)
9.	Total sale consideration	Rs.22,28,628 /- (As per Unit Transaction History dated 22.05.2024 on page no. 69 of the complaint)
10.	Amount paid by the complainant	Rs. 16,97,691/- (As per Unit Transaction History dated 22.05.2024 on page no. 69 of the complaint)
11.	Possession clause as per Affordable Housing Policy, 2013	**1 (iv)** *All such projects shall be required to be necessarily completed within **4 years from the date of approval of building plans or grant of environmental clearance**, whichever is later. This date shall be referred*

		to as the "date of commencement of project" for the purpose of the policy.
12.	Building plan approved on	06.07.2018 [As per project details]
13.	Environment clearance	20.08.2019
14.	Due date of possession	20.08.2023 [Calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later] **Note: *Inadvertently mentioned as 20.02.2024 vide proceedings dated 29.09.2026.***
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:

I. The complainant, Mohd. Imran (hereinafter referred to as "complainant"), are peace loving and law-abiding citizens of India, who nurtured hitherto an un-realized dream of having their own house in upcoming group housing complex with all facilities and standards, situated around serene and peaceful environment. The complainant always lead their life with full of honesty, simplicity and truthfulness and epitomize utmost kindness and humanism.

II. The grievance of the complainant relates to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondents in regard to the apartment no. TD-402, 4th Floor under Tower D, 2BHK, having carpet area of 488.30 square feet along with two-wheeler parking in the project 'Kavyam' situated at Sector – 108, Gurugram, Haryana, bought by the complainant paying their hard-earned money.

III. The respondent, Agrante Realty Limited herein after referred as (respondent/ developers/ sellers/ builders/ promoters/ company) are companies duly incorporated under the Companies Act, 1956 as amended up to date and are being sued through their Chairman cum Managing Director. The respondents are carrying out business as builders, promoters and colonizers and are inter alia engaged in development and construction activities.

IV. In the builder buyer agreement (hereinafter referred to as "agreement"), it is stated that the group companies of respondent, Agrante Realty Limited (as mentioned in the agreement) collectively owns and possesses land admeasuring 5 acres approximately situated at, Sector – 108, Gurugram, Haryana. The Director, Town and Country Planning Haryana, Chandigarh had granted permission vide licence bearing no. 101 of 2017 dated 30-11-2017 to Agrante Realty Limited i.e. one of the group companies of respondent, for developing a residential group housing project comprising of multi storied residential apartments to be known as 'Kavyam'.

V. Based on the licence, the respondents collected a huge amount from gullible and naïve buyers including the complainant from 2019 onwards and kept on promising the complainant for the delivery of possession of their apartment on time as per the agreement. The complainant had paid, the payable amounts, as and when demanded by the respondents, a total of Rs.16,97,691/- till January, 2022 for the apartment. But the respondents have not yet completed the construction works at the project site and have not offered the legitimate possession of the apartment to the complainant till date.

VI. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the

Respondents. The respondents initially enticed various customers including the complainant to pay their hard-earned money for the purchase of the apartment in the project.

VII. On the time on executing of builder buyer agreement between the complainant and respondent, the respondent promised to deliver the possession by 31st August, 2023 to the complainant and the same was mentioned under the terms and conditions of the BBA, which is in exclusive possession of the respondent.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

i. Direct the respondent to pay a sum of Rs.3,77,712/- towards the delay caused, which has been calculated at the rate of 11.10% (MCLR Rate Plus 2%) from the due date of possession, i.e., 31st August, 2023 till 31th August, 2025 (further accruing till possession of the Apartment is handed over to the Complainants). The amount is calculated as prescribed in the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017.

10. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds.

I. The complainant has filed the present complaint seeking delay possession charges. The said complaint filed by the complainant is factually, legally and even otherwise untenable as the same is

misconceived and is based on falsehood & lacks material deficiency in the filing of the requisite documents.

II. The respondent is developing an affordable housing Project namely '*Kavyam*' under Pradhan Mantri Awas Yojna (PMAY) at Sector -108 situated in Gurugram (hereinafter referred to as "Project") and is subject to the mandate of the Affordable housing policy issued by the DTCP Office Haryana as amended from time to time. The present project is duly registered with Real Estate Regulatory Authority Haryana as per rules. The Certificate of Registration issued by this Hon'ble Authority for the project. At the outset it is pertinent to mention that as per the affordable housing policy the developer is under a mandate to complete the project within a period of 4 years from the date of receipt of environmental clearance of the project including six months grace period as granted due to force majeure events (Covid-19).

III. The contention of the complainant regarding the non-completion of construction of the project is vehemently denied as the same is a false version to suit his case. The respondent is in the process of applying for occupation certificates to roll out offer of possession. The total time to complete the project after adjusting the force majeure circumstances is not over and the due date for offering of possession of the units has not culminated.

IV. Due to the impact of COVID-19, the continuation of progress of the project was significantly impacted & delayed, necessitating the implementation of force majeure. Consequently, the respondent encountered difficulties in obtaining timely approvals, permissions, and NOCs from the relevant Authorities within the Town and Country Planning Department, Haryana.

V. The complaint of the complainant is neither maintainable in law nor on facts. The complaint has been filed with malicious intention to derive wrongful gains from the respondent. The complaint is nothing but an attempt to intimidate the respondent. The instant complaint is without cause of action and has been filed with mala fide intent. Therefore, the instant complaint is not maintainable and is liable to be rejected.

VI. The complainant herein is Mr. Pankaj Bansal had booked the unit/flat bearing Apartment No. TD-613, Tower No.- D, having a Carpet Area of 488.30 square feet in the project of the respondent company namely "KAVYAM", under the affordable housing policy 2013, which is situated at Revenue estate of Village Dharampur, Sector 108, Gurgaon- 122006, Haryana for a total consideration amount of Rs. 20,12,996/- inclusive of GST, exclusive of another expenses & schedule.

VII. Subsequently, an allotment letter dated 04.08.2020 was issued to the complainant by the respondent. Thereafter, the apartment buyer agreement was executed on 13.03.2021 between the parties.

VIII. The respondent issued demand letters as per the payment plan, and the complainant against the flat made the payment of Rs. 17,95,444/- (exclusive of other charges i.e parking or external electrification) out of the total sale consideration of Rs. 20,12,996/- inclusive of GST, exclusive of another expenses & schedule.

IX. As per the agreement, clause 7.1 prescribes the schedule for possession of the said apartment. Pursuant to clause 7.1 of the agreement, the possession was slated for delivery by August 2023. However, as a result of Covid-19, the force majeure clause was invoked, thereby leading to an unavoidable delay in delivering the

possession of the unit, which was entirely beyond the control of the respondent.

X. The clause 7.1 of the agreement provides an exemption if the delay is caused beyond the control of the respondent, such as due to force majeure, which will be excluded from the calculated time period. Due to the disruption caused during the first wave of the Covid-19 outbreak, various relief measures were granted to the Real Estate industry by the State Government. Due to the worldwide pandemic, there was general shortage of the labour and material resulting in delay and same amount to the force majeure condition. The policy instructions were issued vide this memo No. Misc-1025/2020/13188 dated 28.07.2020 and order dated 04.08.2020, relaxation was provided to the real estate sector in the state of Haryana by providing a moratorium of seven months for making various compliances related approval of licensed colonies and CLU permission. Further Council of Minister in its meeting on 15.06.2021 extended the moratorium for two more months and considered the zero period from 1.04.2021 to 31.05.2021.

XI. On 12.01.2017, the Environment Pollution (Prevention and Control), Authority for the National Capital Region implemented the Graded Response Action. The authority based on the forecast and prediction has decided that the measure put into the place for very poor/ severe category of GRAP from 15.10.2019 would be lifted because the region is expected to stay in moderate/poor category in terms of the air quality. However, same through the urgent notice put further ban from 15.10.2019 and directing to enforce poor/severe category measures under GRAP which consequently delay in the construction of the flat/unit.

XII. The complainant also did not adhere to the payment schedule, as most of the payment made after the expiry of the due dates resulted in violation of the agreement in turn affecting the obligation of the respondent in terms of handling over the possession of the unit. The respondent sent demand letters and various demand letters with other emails as complainant failed to pay the outstanding amount in timely manner. However, after sending multiple demand letters and reminders, complainant paid the outstanding amounts.

XIII. The project faced unforeseen market fluctuations, including an unprecedented rise in construction material costs, which impacted the construction schedule due to the outbreak of Covid-19 Pandemic Despite this, the respondent strived to keep the project on track. However, these factors which were beyond the control of the respondent inevitably led to delays in the completion of the project and the handing over of possession to the complainant.

XIV. Due to the disruptions caused by the COVID-19 pandemic, there was a significant impact on the supply chain, leading to delays in the procurement of essential construction materials. Additionally, the availability of labour was severely affected, as many workers returned to their home states during the lockdowns and were unable to return promptly due to travel restrictions and health concerns. These factors, beyond the control of the respondent, further contributed to the delay in completing the project and handing over possession to the complainant.

XV. The respondent had throughout conducted the business in a bonafide manner and will be completed the project and deliver possession to the customers within the stipulated time. The delay in the

construction of the flat was neither intentional nor malevolent but due to reasons beyond the control of the respondent.

XVI. On 30.11.2021, the Government of the National Capital Territory (NCT) of Delhi issued directions pursuant to the Writ Petition *Aditya Dubey v. Union of India and Ors., Writ Petition (Civil) No. 1135 of 2020.* The Commission for Air Quality in NCT and adjoining areas convened a meeting on 21.11.2021 and issued directions under Section 5 of the Environment Protection Act, 1986. These directions include stopped the entry of trucks into NCT of Delhi, except for those carrying essential commodities, until 7th December 2021, and the closure of all GNCT offices, autonomous bodies, and other offices till 26.11.2021. Moreover, the Hon'ble Supreme Court, in its order dated 24.11.2021, imposed a ban on all construction activities within the NCR as part of its interim order. These restrictions further contributed to the delay in construction activities, thereby impacting the timely possession of the unit.

XVII. The project was also affected by adverse weather conditions due to bad air quality all over the NCR region which caused delays in construction activities. The respondent took all possible measures to mitigate the impact of such weather conditions, but the delays were inevitable due to the safety concerns of the labour.

XVIII. In 2022 Commission for Air Quality Management in National Capital Region and Adjoining Areas vide its order dated 29.10.22 implemented the actions under Stage-III of GRAP for Severe plus category of AQI in Delhi NCR and revoked the order of Stage-III GRAP vide its order dated 14.11.2022, in same manner the commission implemented and imposed Stage-III of GRAP through orders dated 04.12.2022, 30.12.2022, 06.01.2023, 02.11.2023, 22.12.2023,

14.01.2024, 14.11.2024, 03.01.2025 and 09.01.2025 and revoked the same through revocation orders dated 07.12.2022, 04.01.2023, 15.01.2023, 28.11.2023, 01.01.2024, 18.01.2024, 27.12.2024, 05.01.2025 and 12.01.2025 respectively, due to these reasons the construction work in Delhi NCR had stopped for approximately 129 days between 29.10.2022 to 12.01.2025. It is pertinent to mention here that Stage-III of GRAP clearly states "Enforce strict ban on construction and demolition activities in the entire NCR.

XIX. On various occasions the time period between the revocation of Stage-III GRAP and Re-implementation of the Stage-III GRAP is less than 10 days, sometimes 4 days, made difficult for Promoter to continue the construction and caused loss of time and money. In view of the above-mentioned reasons the procurement of materials, machinery, labour, collection was becoming impossible for respondent, due to which respondent was unable to utilize this short span of time between the GRAP period and caused stoppage in work for almost 10 months.

XX. The possession of the unit as per the agreed clause in the apartment buyer agreement, was scheduled for August, 2023. However, due to unprecedented and unforeseen circumstances beyond the control of the respondent, such as the onset of the COVID-19 pandemic, the government-imposed moratorium period of 8 months, and various legal restrictions and bans, including construction bans due to environmental and health concerns, the completion of the project was unavoidably delayed. The combined effect of these external factors necessitated the extension of the project timeline. As a result, the delivery of possession has to be exempted from the original timeline and is reasonably be extended to March 2026. Therefore,

Therefore, it is prayed to the Hon'ble authority to exempt the 9 months period of covid-19 as zero period as per DTCP notification and orders in addition to 129 days of GRAP period from the ambit of delay and hence the present complaint is premature, not maintainable, and liable to be dismissed.

12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties as well as the written submission of the complainant.

E. Jurisdiction of the Authority

13. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E. I Territorial jurisdiction

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

> ***Section 11***
>
> .....
>
> (4) *The promoter shall-*

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

(Emphasis supplied)

16. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent:

F.I Objection regarding force majeure conditions:

17. The respondent-promoter contends that the delay in the construction of the project was attributable to force majeure events, including the inordinate and excessive delay in the renewal of the respondent's license by the Department of Town and Country Planning (DTCP) under the Haryana Development and Regulation of Urban Areas Act, 1975, restrictions and suspensions on construction imposed by various pollution control authorities in Haryana, the implementation of various social schemes by the Government of India, and various orders passed by the National Green Tribunal (NGT). However, the said contentions are devoid of merit, as the respondent-promoter has failed to deliver possession of the project within the timeline stipulated in the apartment buyer agreement dated 13.03.2021. The force majeure claims raised by the respondent do not absolve it from the contractual obligation to hand

over possession as agreed upon, and consequently, the respondent's failure to comply with the terms of the agreement constitutes a breach of contract.

18. Furthermore, while it is acknowledged that certain allottees may have failed to make timely payments of instalments, but all the allottees cannot be expected to suffer for the actions of a few. The orders passed by the government, authorities, or courts imposing temporary bans on construction in the NCR region were for a brief period, and such contingencies should have been anticipated at the outset of the project. Therefore, these temporary setbacks cannot be cited as a justification for the respondent-promoter's delay in project completion. It is a well-established principle of law that a party cannot benefit from its own wrong, and as such, the respondent-promoter is not entitled to any leniency on the basis of the aforementioned reasons.

G. Findings on the relief sought by the complainant

G.I Direct the respondent to pay pay a sum of Rs.3,77,712/- towards the delay caused, which has been calculated at the rate of 11.10% (MCLR Rate Plus 2%) from the due date of possession, i.e., 31st August, 2023 till 31th August, 2025 (further accruing till possession of the Apartment is handed over to the Complainants). The amount is calculated as prescribed in the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017.

19. The complainant was allotted a unit in the project of respondent "Kavyam" in Sector-108, Gurugram for a total sale consideration of Rs. 22,28,628/-. The buyer's agreement was executed on 13.03.2021 between the parties and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.16,97,691/-.

20. As per clause 7.1 of the buyer's agreement dated 13.03.2021, due date of possession is to be calculated within four years from the starts of

construction. The possession clause is reproduced below for the ready reference:

> ***Clause 7.1***
> *The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications,* ***assures to hand over possession of the Apartment within four years from the starts of construction****, unless there is delay or failure due to Court Order, Government Policy / guidelines, decisions, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.*
>
> ***(Emphasis supplied)***

21. Therefore, the due date for possession is to be calculated as 4 years from date of environmental clearance i.e., 20.08.2019 as the same is later. Thus, the due date for possession of the unit comes to 20.08.2023.
22. The respondent in its reply mentioned that the occupation certificate of the project has not been obtained till date. As per the documents placed on record by the respondent, the Authority has observed that the due date of possession was 20.08.2023, however, the respondent has failed to handover the physical possession of the allotted unit within stipulated time frame.
23. **Admissibility of delay possession charges at prescribed rate of interest:** However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.:
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

(Emphasis supplied)

24. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

25. Consequently, as per website of the State Bank of India i.e., https://sbi.co.in, the marginal cost of lending rate (in short, MCLR) as on date i.e., 20.02.2025 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

26. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.

27. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.80%** by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.

28. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1of the buyer's

agreement executed between the parties on 13.03.2021, and the due date of as per buyer's agreement as 20.08.2023. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject flat and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the physical possession within the stipulated period.

29. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate has not been granted by the competent authority to the respondent till date. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

30. The promoter is responsible for all the obligations, responsibilities and functions under the provisions of the Act, or the rules and regulations made thereunder or to the allottees as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottees, as they wish to continue with the project, without prejudice to any other remedy available, to pay the

delay possession charges on amount received by him in respect of the unit with interest at such rate as may be prescribed.

31. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled delayed possession charges at the prescribed rate of interest i.e., @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) from the due date of possession (20.08.2023) till the date of offer of possession or actual handing over of possession, whichever is earlier

H. Directions of the authority

32. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. The respondent/promoter is directed to pay delay possession charges to the complainants against the paid-up amount at the prescribed rate of interest i.e. 10.80% p.a. for from the due date of possession i.e., 20.08.2023 till the date of offer of possession plus two months or actual handing over of possession whichever is earlier as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

ii. The arrears of such interest accrued from 20.08.2023 till the date of order by the authority shall be paid by the respondent/promoter to the complainant within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter

to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.

iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

iv. The respondent is directed to hand over possession of the subject unit to the complainant/allottees, upon payment of outstanding dues, if any, after obtaining the occupancy certificate.

v. The respondent is directed to execute the conveyance deed registered in favour of the complainants within 90 days as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.

vi. The respondent is directed to not to levy, demand, or recover any amount from the complainant which is not expressly stipulated in the builder buyer agreement.

vii. The respondent is directed to not to levy or recover maintenance charges for any period prior to the date of offer of possession.

viii. A period of 90 days is given to the respondent-builder to comply with the directions given in this order and failing which legal consequences would follow.

33. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

34. The complaints and the applications, if any, stands disposed of. True certified copies of this order be placed on the case file of each matter.

35. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026

HARERA
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